

with a full refund to the participant. This statement need not be included in the contract if (1) the prospectus includes a certification by the charter operator and the direct air carrier that landing rights have been obtained from all the foreign governments involved, and (2) all the foreign governments involved have adopted country-of-origin rules for charter-worthiness;

(x) That the charter operator is the principal and is responsible to the participants for all services and accommodations offered in connection with the charter. However, the contract may expressly provide that the charter operator, unless he is negligent, is not responsible for personal injury or property damage caused by any direct air carrier, hotel, or other supplier of services in connection with the charter.

(y) For charters to the city hosting the National Football League's Super Bowl, whether the operator will provide tickets to the Super Bowl game as part of the ground package.

(Secs. 101(3), 204, 401, 402, 404, 407, 411, 416, and 1102 of the Federal Aviation Act of 1958, as amended, 72 Stat. 737, 743, 754, 757, 760, 766, 769, 771, 791; (49 U.S.C. 1301, 1324, 1371, 1372, 1374, 1377, 1381, 1386, and 1502); secs. 101(3), 102, 204, 403, and 416 of the Federal Aviation Act of 1958, as amended by Pub. L. 95-504; 72 Stat. 737, 740, 743, 758, and 771; 92 Stat. 1731, 1732; (49 U.S.C. 1301, 1302, 1324, 1373, and 1386))

[SPR-156, 44 FR 12980, Mar. 9, 1979, as amended by SPR-160, 44 FR 33060, June 8, 1979; SPR-165, 44 FR 51209, Aug. 31, 1979; SPR-168, 45 FR 1857, Jan. 9, 1980; Docket No. 49385, 59 FR 61516, Nov. 30, 1994]

§ 380.33 Major changes in itinerary or price; refunds.

(a) For the purposes of this section, "major change" means any of the following:

(1) A change in the departure or return date shown in the operator-participant contract (or, if the contract states alternative dates, the date designated to the participant by the charter operator in accordance with § 380.33a(b)), unless the change results from a flight delay. In any event, however, a date change that the operator knows of more than 2 days before the scheduled flight date, and any delay of more than 48 hours, will be considered a major change.

(2) A change in the origin or destination city shown in the operator-participant contract for any flight leg (or, if the contract states alternative cities, the city designated to the participant by the operator in accordance with § 380.33a(b)), unless the change affects only the order in which cities named in a tour package are visited.

(3) A substitution of any hotel that is not named in the operator-participant contract; and

(4) A price increase to the participant that occurs 10 or more days before departure and results in an aggregate price increase of more than 10 percent.

(b) The charter operator shall not increase the price to any participant less than 10 days before departure.

(c) The charter operator shall notify all participants of major changes, as required by the operator-participant contracts. This notification shall include the participants' rights to refunds required to be described in the operator-participant contract. The operator shall, if applicable, also notify the participants that the acceptance of a refund constitutes a waiver of their legal rights.

(d) Except as otherwise specified, notifications and refunds required by this part are considered made at the time they are mailed or sent by an equivalent method.

(e) The charter operator shall make all refunds required to be described in the operator-participant contract within the time limits set forth in paragraphs (k), (n), (r), and (s) of § 380.32, as applicable.

(Secs. 101(3), 204, 401, 402, 404, 407, 411, 416, and 1102 of the Federal Aviation Act of 1958, as amended, 72 Stat. 737, 743, 754, 757, 760, 766, 769, 771, 791; 49 U.S.C. 1301, 1324, 1371, 1372, 1374, 1377, 1381, 1386, and 1502)

[SPR-156, 44 FR 12981, Mar. 9, 1979; as amended by SPR-168, 45 FR 1857, Jan. 9, 1980; SPR-170, 45 FR 32670, May 19, 1980; Docket No. 49385, 59 FR 61516, Nov. 30, 1994]

EDITORIAL NOTE: For a waiver order and interpretation pertaining to § 380.33(b), see 44 FR 48656, Aug. 20, 1979.

§ 380.33a Operator's option plan.

(a) For the purposes of this part, an operator's option plan contract is an operator-participant contract that

states alternative dates for the outbound or return flights, or alternative origin or destination cities for any flight leg.

(b) Operator's option plan contracts shall state, in addition to the information required by § 380.32, that the selection of the actual dates or cities, as applicable, is at the charter operator's option and will not entitle the participant to a refund, and that the operator will notify the participant of the actual dates or cities at least 10 days before the earliest of any alternative dates for the outbound flight.

(c) Contract forms for all operator's option plan contracts shall be labeled "OPERATOR'S OPTION PLAN" in bold-faced capital letters at least ¼ inch high. The statement required by paragraph (b) of this section and the statement of alternative dates (§ 380.32(c)) or alternative cities (§ 380.32(d)), as applicable, shall be printed so as to contrast with the rest of the contract, as set forth in § 380.31(e).

(d) Any solicitation material that states a price per passenger for an operator's option plan contract shall clearly and conspicuously (1) identify that price as being for the operator's option plan, (2) name all the possible dates or cities, as applicable, and (3) state that the selection of the actual dates or cities is at the charter operator's option.

(e) Charter operators and their agents shall not misrepresent to prospective participants, orally, in solicitation materials, or otherwise, the probability that any particular city or date will be selected from among the alternatives named in an operator's option plan contract.

(f) The charter operator shall notify all participants with operator's option plan contracts of the actual dates or cities, as applicable, as required by the contracts.

(Secs. 101(3), 204, 401, 402, 404, 407, 411, 416, and 1102 of the Federal Aviation Act of 1958, as amended, 72 Stat. 737, 743, 754, 757, 760, 766, 769, 771, 791; 49 U.S.C. 1301, 1324, 1371, 1372, 1374, 1377, 1381, 1386, and 1502)

[SPR-156, 44 FR 12981, Mar. 9, 1979]

§ 380.34 Security and depository agreements.

(a) Except as provided in paragraph (b) of this section, the charter operator or foreign charter operator shall furnish a security agreement in an amount for not less than the charter price for the air transportation, if only air transportation is involved, or, if the charter involves land accommodations in addition to air transportation, a security agreement in one of the following amounts dependent upon the length of the charter or series of charters:

(1) For a charter or series of charters of 14 days or less, security in an amount of not less than the charter price for the air transportation to be furnished in connection with such charter or series of charters; (2) for a charter or series of charters of more than 14 days but less than 28 days security in an amount of not less than twice the charter price; and (3) for a charter or series of charters of 28 days or more, security in an amount of not less than three times the charter price: *Provided, however,* That the liability of the securer to any charter participant shall not exceed amounts paid by that participant to the charter operator with respect to the charter.

(b) The direct air carrier and the charter operator or foreign charter operator may elect, in lieu of furnishing a security agreement as provided under paragraph (a) of this section, to comply with the requirements of paragraphs (b)(1) and (b)(2) of this section, as follows:

(1) The charter operator shall furnish a security agreement in an amount of at least \$10,000 times the number of flights, except that the amount need not be more than \$200,000. The liability of the securer to any charter participant shall not exceed the amount paid by the participant to the charter operator for that charter.

(2) The direct air carrier and charter operator or foreign charter operator shall enter into an agreement with a designated bank, the terms of which shall provide that all deposits by charter participants paid to charter operators or foreign charter operators and their retail travel agents shall be deposited with and maintained by the